

Agreement

THIS AGREEMENT (the “Agreement”) is made and entered into as of the ___ day of ___, 2024 (the “Effective Date”) by and between the Village of Schaumburg, an Illinois home rule municipal corporation (the “Village”) and Boys & Girls Club of North Central Illinois, Inc. (“Club”). The Village and Club are sometimes referred to herein collectively as the “Parties.”

WITNESSETH

WHEREAS, the Boys & Girls Club of Elgin and the Village of Schaumburg desire to operate a Boys & Girls Club Program (“Program”), at the Teen Center, located at 231 Civic Drive, Schaumburg, Illinois 60193 (“Site”); and

WHEREAS, the Program will operate at the site pursuant to the terms of this Agreement, beginning on January 1, 2025 through December 31, 2029, with the agreement up for renewal after the fifth year; and

WHEREAS, a Schaumburg board of directors comprised of community leaders, residents, business professionals and a member, appointed by the Schaumburg Village President with the advice and consent of the Board of Trustees, will be established to provide oversight and guidance for the local operations of the Boys & Girls Club, Schaumburg Teen Center; and

WHEREAS, the Club will work with the school districts and the local board of directors will collaborate to design the Program based on the needs of the students in the Schaumburg community; and

WHEREAS, this Agreement outlines the roles and responsibilities and joint planning determinations of the Village of Schaumburg and the Boys & Girls Club of Elgin.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE MUTUAL PROMISES SET FORTH HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE VILLAGE AND THE BOYS & GIRLS CLUB AGREE AS FOLLOWS:

1. **Incorporation of Recitals.** Each of the recital paragraphs set forth above are hereby incorporated herein and made a part of this Agreement.
2. **Responsibilities of the Village:**
 - A. The Village hereby authorizes the temporary, non-exclusive use of the Village Property located at 231 Civic Drive, Schaumburg, Illinois 60193 (“site” or “Teen Center”) by the Club only for the uses described in this Agreement. The temporary, non-exclusive use granted under this Agreement to use the site terminates or may be suspended as follows:
 - a. Upon the expiration of this Agreement

- b. Upon twenty-four (24) hours prior verbal or written notice to the Club, the Village Manager at any time may temporarily suspend the Club's right to use the site for one or more calendar days for any purpose.
- B. The Village shall provide a dedicated program space for the Club in the lower level of the site;
- C. The Village shall maintain the signage for the outside of the site in a manner consistent with the graphic standards of the Boys and Girls Club of America;
- D. The Village shall be responsible for the maintenance, landscaping, snow removal, trash collection and utilities at the Teen Center building. The Village will not be responsible for custodial or cleaning services.
- E. The Village shall provide financial support to the Club as follows:
 - a. The Village shall pay to the Club \$221,000/year for each year this Agreement is in effect. This annual payment shall be divided into four (4) equal payments as described below:
 - i. 1st payment: Upon receipt of this signed agreement in year 1 and January 1, after receiving the year-end report for subsequent years
 - ii. 2nd payment: April 1, upon receipt of quarterly report
 - iii. 3rd payment: July 1, upon receipt of quarterly report
 - iv. 4th payment: October 1, upon receipt of quarterly report

3. **Responsibilities of the Club:**

- A. The Club shall operate the Program at the site for a minimum of five (5) days per week and four and one-half (4.5) hours per day with a minimum average daily attendance of twelve (12) teens;
- B. The Club shall direct Program administration and operational oversight;
- C. The Club shall be solely responsible for:
 - a. the hiring and training of all necessary personnel for the Program's operation;
 - b. on-site Program supervision;
 - c. tracking of enrollment and Program participation;
 - d. purchasing/managing necessary supplies and materials needed for Program operation;
 - e. Program recruitment activities and enrollment, in collaboration with the local schools;
 - f. all data-gathering and evaluation required of the Program;
 - g. shared Program planning based on the proposed services, in collaboration with local schools; and
 - h. oversight of Program by the Chief Executive Officer of Boys & Girls Clubs of North Central Illinois.

- D. The Club shall develop a local board of directors representing the Schaumburg community. One member shall be appointed by the Village President with the advice and consent of the Board of Trustees;
- E. The Club shall provide property & liability insurance as required by the Village. The general liability insurance shall provide at least \$3,000,000 coverage naming the Village of Schaumburg with an Additional Insured Endorsement.

4. **Reporting Requirements:**

- A. The parties shall follow the below Quarterly Reporting Schedule:
 - a. January 31, for period Oct 1-Dec 31
 - b. April 30, for period January 1-March 31
 - c. July 31, for period April 1-June 31
 - d. October 31, for period July 1-September 30
- B. The following quarterly/year-end reports shall be provided by the Club to the Village pursuant to the quarterly reporting schedule set forth in Section 4. A. of this Agreement:
 - a. Number of Teen Members
 - b. Average Daily Attendance
 - c. Special Program offerings and attendance
 - d. Number and consistency of Board of Directors
 - e. Minutes from local board meeting(s)
 - f. Key activities of the Program
- C. The following annual reports shall be provided by the Club to the Village:
 - a. Audit (due to the Village nine [9] months after completion of fiscal year)
 - b. National Youth Outcomes Initiatives report
 - c. Financials for organization and location (Fiscal Year is 9/1-8/31)
 - d. In person or written updates to Village staff and the Village Board, as requested.

5. **General Provisions**

- A. Term. This Agreement shall remain in effect for five (5) years, beginning on January 1, 2025 and terminating on December 31, 2029. The Agreement may be renewed for an additional five (5) year term upon the mutual agreement of the parties.
- B. Termination. Either Party may terminate this Agreement for any reason at any time during the Term of this Agreement upon delivery of written notice to the other Party. The termination shall be effective 6 months after delivery of the written notice or on a mutually agreed upon termination date set forth in the termination notice.

- C. Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
- D. Indemnification. The Club agrees to protect, indemnify, save and hold forever harmless the Village and its officers, current/past/future appointed and elected officials, President and Board of Trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including all attorneys' fees, brought by any person, including the Club and their officers, officials, employees, contractors, subcontractors, volunteers, agents and invitees arising out of or relating to this Agreement, the Club's use, the program attendees' use or the public's use of the Village Property or the areas used for activities associated with the Agreement, or any matters arising out of or relating to matters covered under this Agreement.
- E. Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by all Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.
- F. Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- G. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- H. Section Headings. The descriptive headings used in this section are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- I. Notices. Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below by any of the following means: personal service, reliable overnight or express courier:

BOYS & GIRLS CLUB OF ELGIN

Cathy Russell
Chief Executive Officer
Boys & Girls Club of North Central Illinois
735 Martin Dr
South Elgin, IL 60177

TO THE VILLAGE

Brian Townsend
Village Manager
Village of Schaumburg
101 Schaumburg Court
Schaumburg, IL 60193

IN WITNESS WHEREOF, the VILLAGE and the CLUB have caused this AGREEMENT to be executed by their respective authorized signatories as of the date set forth above.

VILLAGE OF SCHAUMBURG

**BOYS & GIRLS CLUB OF NORTH
CENTRAL ILLINOIS**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____